

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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SCOPE OF WORK PROVISION

FOR

CEMENT MASON

Engineering Construction

IN

SAN DIEGO COUNTY

AGC MASTER LABOR AGREEMENT
FOR ENGINEERING CONSTRUCTION

ASSOCIATED GENERAL CONTRACTORS
OF AMERICA
SAN DIEGO CHAPTER, INC.

AND

OPERATIVE PLASTERERS' & CEMENT MASONS'
INTERNATIONAL ASSOCIATION
LOCAL NO. 500 / AREA 744

SECTION 1

PARTIES TO AGREEMENT

A. This Agreement is entered into this 16th day of June, 1997, by and between signatory members of Associated General Contractors of America, San Diego Chapter, Inc. (hereinafter referred to as the "Employers"), and Operative Plasterers' & Cement Masons' International Association, Local No. 500 / Area 744 (hereinafter referred to as the "Union").

B. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise.

2. Employee(s) or worker(s) means the employed person or persons performing work covered by this Agreement within the recognized work jurisdiction of the Union as defined in this Agreement.

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4

WORK COVERED BY THIS AGREEMENT

A. This Agreement shall apply only to construction jobsite work performed by the signatory Employer with his own forces in conjunction with the construction, alteration, modification, improvement, or repair, in whole or in part of a building, structure, or other jobsite construction work within the recognized jurisdiction of the union and shall not include any other jobsite construction industry work. Jobsite is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street or lot. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, jobsite will mean only that area covered by phases or units currently under construction and under the Employer's control as further defined in section (7A) of this agreement. Repair and maintenance of equipment is specifically excluded from the coverage of this Agreement. This Agreement shall not apply to the layout and distribution of materials. At the discretion of the Employer, employees covered by this Agreement shall perform work traditionally accomplished by other trades, where necessary for the practicable completion of the work.

SECTION 5

UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, or office workers.

SECTION 6

OBLIGATIONS OF EMPLOYER

A. This Agreement is binding upon the Employer regardless of whether or not it changes the name or style or address of its business, if the Employer maintains the substance of its operations existing at the time it became signatory to this Agreement. An Employer shall include any firm, partnership, company, or corporation or other business organization excluding developer, in which such Employer has a majority ownership interest. The Employer shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

B. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.

SECTION 7

EXISTING AND OTHER AGREEMENTS

A. All existing labor agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent. This Agreement is a engineering construction agreement covering prevailing and non-prevailing wage work.

B. This Agreement shall be deemed to have been executed when the parties signing shall have affixed their signatures hereto. There shall be no retroactive application of: (1) changes in wages or employee benefits of any kind, (2) trust fund or other contributions, or (3) obligations upon employees.

C. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Master Labor Agreement can best be maintained by insuring uniform conditions and benefits for all the workers it represents in its work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction